

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (AT DAYTON)

PAYSOURCE, INC., et al. : CASE NO. 3:07CV0129
Plaintiffs, :
: (Judge Walter H. Rice)
v. :
MIRABILIS VENTURES, INC., et al. : AFFIDAVIT OF FRANK L. AMODEO
Defendants. :

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

I, Frank L. Amodeo, being first duly sworn under oath state:

1. I am making this affidavit based on personal knowledge, and I am competent to testify to the matters stated below.

2. I am a resident of Orlando, Florida. I have never traveled to the State of Ohio. I never went to Ohio in relation to the facts alleged in Plaintiffs' Complaint. I have not traveled to Ohio for any other purpose, except that a few years ago I may have traveled through Ohio on my way to Michigan. I do not own a home or other property in Ohio, I have no bank accounts in Ohio, and I am not employed in Ohio.

3. I am not a director, officer, or employee of any of the Defendants named in Plaintiffs' Complaint. I had been a partial owner (less than 3%) of Defendant Mirabilis Ventures, Inc., but by September 6, 2006, and through the dates of the transactions alleged in the



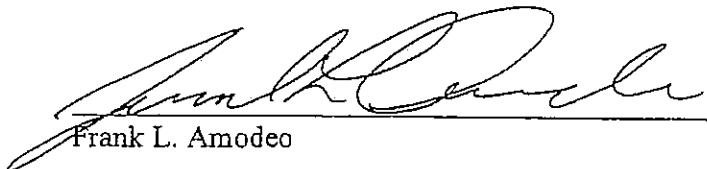
Complaint, I no longer held any ownership interest, either directly or indirectly, in Mirabilis Ventures, Inc. At the time of the transactions, I had no ownership interest in any of the other Defendants, either directly or indirectly.

4. I did not initiate negotiations for the purchase of Plaintiff Paysource, Inc. ("Paysource"). Rather, I served as a business consultant to Mirabilis Ventures, Inc. I was not in Ohio at any time in connection with such negotiations or consulting work.

5. I sent no correspondence or email messages to Plaintiff Robert Sacco. My only communications with Mr. Sacco were on occasions when he called me; those calls were by telephone from Orlando, Florida, and in person in Orlando. My communications via telephone occurred fewer than ten different occasions, and all of those telephone calls (with the exception of perhaps one) were initiated by Mr. Sacco, or were made after Mr. Sacco called and left me a message requesting that I call him back.

6. My only face-to-face meetings with Mr. Sacco were in Florida; none were in Ohio.

7. I did not sign or enter into any of the contracts alleged in the Plaintiffs' Complaint; nor were any of the contracts alleged in Plaintiffs' Complaint (nor any of their rights and obligations) assigned to me. I did not negotiate or agree to the choice of law or forum selection provisions in the contracts. I did not make any of the payments to Plaintiffs that are alleged in the Complaint.



Frank L. Amodeo

Sworn to before me and subscribed in my presence by the said Frank L. Amodeo,
this 14 day of March, 2008.



Dana L Schult
My Commission #D360024
Expires October 17 2008

A handwritten signature of Dana L Schult in black ink.

Notary Public

193400.1

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